

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

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SOSUN YUSUFOV, ZAKHAR YUSUFOV AND
BELA YEVSEYEVA

Docket No.

Plaintiff,

-against-

VERIFIED COMPLAINT

THOMAS A MOOREHEAD, INC dba BMW
OF STERLING AND BMW OF NORTH
AMERICA LLC. dba BMW GROUP FINANCIAL
SERVICES

Defendants.

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Plaintiffs, SOSUN YUSUFOV, ZAKHAR YUSUFOV and BELA YEVSEYEVA, by
and through their attorney, David A. Feinerman, Esq., as and for a Complaint against the
Defendants allege, upon information and belief, that at all times hereinafter mentioned:

THE PARTIES

1. Plaintiff SOSUN YUSUFOV is a natural person residing in the County of Kings, State of New York. ("SOSUN").
2. Plaintiff ZAKHAR YUSUFOV is a natural person residing in the County of Richmond, State of New York. ("ZAKHAR").
3. Plaintiff BELA YEVSEYEVA is a natural person residing in the County of Richmond, State of New York. ("ZAKHAR").

4. Defendant THOMAS A. MOOREHEAD, INC. dba BMW OF STERLING is a duly formed Virginia corporation operating out of and with an office at 21826 Pacific Blvd, Sterling, Virginia 20166 (“STERLING”).
5. Defendant BMW OF NORTH AMERICA LLC. dba BMW GROUP FINANCIAL SERVICES is a duly formed New Jersey limited liability company operating out of and with an office at 300 Chestnut Ridge Road, Woodcliff Lake, New Jersey 06765 (“BMW”).

THE BACKGROUND FACTS

6. Plaintiffs SOSUN YUSUFOV, ZAKHAR YUSUFOV and BELA YEVSEYEVA leased a new vehicle from defendants THOMAS A. MOOREHEAD, INC. dba BMW OF STERLING and BMW OF NORTH AMERICA LLC dba BMW GROUP FINANCIAL SERVICES on or about July 2019 in Sterling, Virginia.
7. Plaintiffs arranged to have the vehicle shipped to the State of New York where the plaintiffs resided and planned to register and use the vehicle.
8. The defendants were advised and aware that the vehicle would be registered and used in the State of New York.
9. Plaintiff SOSUN YUSUFOV was physically present at defendant STERLING’s dealership in Virginia, while plaintiff ZAKHAR YUSUFOV and BELA YEVSEYEVA were physically located in New York. All documentation for the lease of the vehicle was electronically signed by plaintiffs ZAKHAR YUSUFOV and BELA YEVSEYEVA while in New York.

10. The lease agreement between the parties required a payment of \$1,378.00 per month for 36 months for a total of \$49,608.00.
11. After the documentation was electronically signed and the transaction completed, the plaintiffs shipped the subject vehicle to New York to be registered and used.

JURISDICTIONAL STATEMENT

12. This court has jurisdiction over this action pursuant to 28 U.S.C. § 1332 (a)(1) in that this is an action to recover damages in excess of \$75,000 between citizens of different States.
13. Venue lies in the Eastern District of New York pursuant to 29 U.S.C. 216 (b) in that the transaction giving rise to this action occurred in Brooklyn, New York, in the Eastern District of New York.

**AS AND FOR A FIRST CAUSE OF ACTION AGAINST DEFENDANT
FOR BREACH OF CONTRACT**

14. Plaintiffs repeat and reallege each and every allegation contained in paragraphs 1-13 above with the same force and effect as if more fully set forth herein.
15. Pursuant to the Lease Agreement with the defendants, defendants were required to provide all necessary documentation to plaintiffs in order for plaintiffs to register the vehicle in New York.
16. At all times mentioned herein, Defendants were aware that the Plaintiffs intended to register and use the vehicle in the State of New York.

17. That defendants knew that in order for the plaintiffs to register the subject vehicle in the State of New York, the defendants had to provide the plaintiffs with certain documentation to be presented to the Department of Motor Vehicles of the State of New York.
18. That plaintiffs requested from the defendants from the time the vehicle was originally leased and throughout the initial months of the lease, a certified copy of the subject vehicle's title and a power of attorney from the defendants permitting the plaintiffs to register the vehicle.
19. That even though plaintiffs requested said documents on numerous occasions, the defendants failed to provide a certified copy of the title to the subject vehicle. The defendants did supply a power of attorney, but without the certified copy of title, the power of attorney was useless.
20. That plaintiffs continued to pay the monthly lease amount of \$1,378.00 even though the vehicle could not be driven without a registration.
21. That due to the inability of the plaintiffs to register the subject vehicle, the plaintiffs were forced to lease another vehicle at a cost of \$537.00 per month for a total of 36 months. The total cost of this additional lease is \$19,332.00
22. The plaintiffs were also required to insure both vehicles, even though only the second vehicle was registered in the State of New York. The Cost of said insurance is approximately \$430.00 per month for a total of \$15,480.00 for the 36 months.
23. The plaintiffs were also required to garage the subject vehicle, since an unregistered vehicle could not be parked in the public street. The cost of the parking spot is \$350.00 per months with a total cost for 36 months at \$12,600.00.

24. The defendants allege to have negligently misplaced the original title to the subject vehicle, which has prohibited them from supplying the necessary certified copy of title to the plaintiffs.

25. Due to the negligence of the defendants in failing to provide the certified copy of the subject vehicle's title, the plaintiffs have suffered damages in the amount of \$97,020.00.

WHEREFORE, based upon the foregoing cause of action, Plaintiff requests the Court award the damages sought herein as to be determined at trial.

Law Office of David A. Feinerman,

By: DF 3320
David A. Feinerman, Esq. (DF 3320)
2765 Coney Island Avenue, 2nd floor
Brooklyn, NY 11235
(718) 646-4800
(718) 646-5770 facsimile (not
for Service of legal documents
Email: esqdaf@aol.com